

## **Amendment 55**

### **Contract 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 55 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 22nd day of February, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to execute this Amendment No.55. The purposes of this amendment are to (1) use the defined term "Settlement Bank" (under SEA-01043 Seattle Central Glossary) in place of the references to Bank of America which no longer serves as the Settlement Bank, and (2) and work with Sound Transit and Wells Fargo to test and implement a web based interface for ACH file submission purposes.
- C. The Parties agree that the Work necessary to provide for the Fiscal Agent's banking services shall be performed and compensated as described below.

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

### **Section 1.0 Description of Work**

- a. The Contractor shall update any Contract related documents including, but not limited to, CDRL6, DR-5, and DR-6 to remove all specific references to "Bank of America" and replace this term with the term "Settlement Bank."
- b. The Contractor will update all system documentation associated with these changes.

### **Section 2.0 System Changes to be Coordinated with Current Settlement Bank**

- a. Upon receipt of direction to proceed, the Contractor will work with Sound Transit and Settlement Bank to test and implement a web based interface for ACH file submission.
- b. The Contractor will update all system documentation associated with these changes.

### **Section 3.0 Compensation Changes**

Exhibit 9, Price Schedule, is hereby amended without further execution as provided in Amendment 55, to add a new Special Program to provide the fixed compensation due for all the Work of this Amendment. The Contractor payment will include a fixed amount to perform the work required to update system documentation and a Not to Exceed (NTE) of \$10,000 to perform the work required to implement the CSV import function for ACH file submission. The actual payment amount for implementing the CSV import function will be established per an invoice submitted by the Contractor to the Contract Administrator which includes a line item for each activity, the applicable hourly labor rate, the staff member's name and the task(s) performed.

## Exhibit 9 Price Schedule

The Special Programs Section of Exhibit 9, Price Schedule, is hereby amended to read as follows:

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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<ul style="list-style-type: none"><li>• Modifications to RFCS documentation (fixed price)</li><li>• Implementation of a CSV import function for ACH file submission</li></ul>	\$3780
	NTE \$10,000 Per Invoice Documentation
<b>TOTAL</b>	<b>\$TBD</b>

### Section 4.0 Other Terms and Conditions

Except as expressly amended by this Amendment, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Amendment 55 shall remain in effect unless modified in other executed Amendments and Change Orders.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 55 to Contract #229944 as of the date set forth below its signature.

**ERG Transit Systems (USA) Inc.**

By:   
Its: VICE PRESIDENT

Date: 21<sup>st</sup> Feb, 2010

**The Agencies**

By:   
Their: Contract Administrator  
On behalf of the Agencies  
Date: February 22, 2010